



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, July 2, 2024  
Contract/Agreements

**IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION  
OF A PROPOSAL FROM KOZIATEK CONTRACTING FOR ROOF  
UPGRADES TO THE FRANKLIN COUNTY SHERIFF'S DEPARTMENT**

**WHEREAS**, it has been determined that it is necessary to make roof upgrades to the Franklin County Sheriff's Department; and

**WHEREAS**, Koziatek Contracting has submitted a Proposal to Franklin County for roof upgrades to the Franklin County Sheriff's Department; and

**WHEREAS**, the total cost for the upgrades is not to exceed \$601,852 as shown in the Proposal attached hereto and incorporated by reference herein and is able to purchase using available ARPA funds; and

**WHEREAS**, the Franklin County Commission hereby finds and determines that it is in the best interest of Franklin County to approve and authorize execution of the Proposal from Koziatek Contracting for the benefit of the Franklin County Sheriff's Department.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the Proposal from Koziatek Contracting is hereby accepted and approved and that Tim Brinker, Presiding Commissioner, is authorized to execute said Proposal and any and all documents as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of the County of Franklin, Missouri.

**IT IS FURTHER ORDERED** that a copy of this Order and the executed Proposal be provided to Koziatek Contracting; Mandy Warnecke, Sheriff's Office; Elizabeth Carr, Sheriff's Office; Shakara Bray, Purchasing Director; Lynne Maloney, Accounts Payable; Jeannine Stevens, Deputy County Clerk.

I hereby certify that there is a balance otherwise unencumbered to the credit of the current year appropriation to which this order is chargeable and a cash balance otherwise unencumbered in the treasury to the credit of the fund which payment is to be made, each sufficient to meet this obligation.

Auditor Angela Gilson 7/4/24  
Act. No. 495-495-641.400

Presiding Commissioner

Commissioner of 1<sup>st</sup> District

Commissioner of 2<sup>nd</sup> District

# COMMISSION ORDER PRECERTIFICATION FORM

Please return this completed form to the Purchasing Department to make a request for solicitation, contract, or contract renewal for the expenditure of funds.

Date: 10-21-2024

Official/Appointed Requestor: Shakara Bray

Name of item/service requesting: Award Reop FCSD Bid  
2024-23 to Koziatck Contracting

(Proposed specifications/contract documents/quotes should be attached to form)

Budget Information: List the account(s) and estimated amount(s) used to make the purchase.

Account	\$ Estimated Amount
	\$ <u>601,852</u>

Auditor approval of funds: \_\_\_\_\_ Date: \_\_\_\_\_

Purchasing Director approval: Shakara Bray Date: 10-21-2024

Circle One:  Solicitation  New Contract  Renew Existing  Signature

Attached solicitation information and no: 2024-23

Previous Commission Order number if applicable: N/A

Cooperative Agreement Number/Information: N/A

Notes: Arpa Funds - per commission.

Date of Agenda for Commission approval: \_\_\_\_\_

(Attached is all corresponding information; signed contract, awarding vendor, required documents.)



**FRANKLIN COUNTY**  
PURCHASING DEPARTMENT

June 14, 2024

Tim Brinker, Presiding Commissioner  
Todd Boland, 1<sup>st</sup> District Commissioner  
Dave Hinson, 2<sup>nd</sup> District Commissioner

RE: 2024-23 Roof Sheriff

Dear Commissioners:

On June 4, 2024 the Purchasing Department received responses to the Request for Bids for the Roof Project for FCSO. Six responses were received from D.E. Martin Roofing, W. James Taylor Inc., Meinershagen Roofing & Sheet Metal LLC, Summit Commercial Roofing LLC, Koziatek Contracting, and Shay Roofing Inc.

After the responses were reviewed with FCSO, the Purchasing Department hereby recommends awarding to Koziatek Contracting as they are the lowest and most responsive.

Respectfully,

Shakara Bray  
Purchasing Agent, Franklin County

## 2024-23 Roof for FCSO

Bidder	Total Cost
<b>D.E. Martin Roofing</b> 6719 State Route 4 Mascoutah, IL 62258	\$624,666
<b>W.James Taylor Inc.</b> 1127 East B St. Belleville, IL 62220	\$640,223
<b>Meinershagen Roofing &amp; Sheet Metal LLC</b> 1501 New Perrine Rd Farmington, Mo 63640	\$769,454
<b>Summit Commercial Roofing LLC</b> 225 County Road 4881 Poplar Bluff, Mo 63901	Non-Responsive
<b>Koziatek Contracting</b> 301 Lee Street Defiance, Mo 63341	\$601,852
<b>Shay Roofing, Inc.</b> 400 S. Breese St. Millstadt, IL 62260	\$661,985



**FRANKLIN COUNTY**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR BID (RFB) COVER PAGE**

RFB NO: # 2024-23

TITLE: Roof for FCSO

Solicitation Schedule & Deadlines:

May 1, 2024	Solicitation Release/Advertising Date
May 9, 2024 9:00AM	Site Visit (Meet in front lobby of FCSO)
May 16, 2024 10:00AM	Deadline for Submitting Questions
May 20, 2024 4:30PM	Deadline to post Addendum
June 4, 2024 2:00PM	Deadline to Submit Response
June 4, 2024 2:30PM	Opening Date I Time

Responses must be received no later than "Deadline to Submit Response"

June 4, 2024 2:00PM

Shakara Bray, Purchasing Agent

Meagan Johnson, Assistant Purchasing Agent

Phone: 636-584-6274    Email: [purchasing@franklinmo.gov](mailto:purchasing@franklinmo.gov)

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Company Name: Koziatek Contracting

## SUBMISSION CHECKLIST

- I have reviewed the bid schedule and deadlines, located on the solicitation cover page
- I have read ALL Terms and Conditions and Bid documents closely

(Located at [www.franklinmo.org](http://www.franklinmo.org))

### THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE

Responses may be submitted online via [www.vendorregistry.com](http://www.vendorregistry.com) or [www.franklinmo.org](http://www.franklinmo.org) & click on Opportunities

#### USE THESE FORMS ONLY

- Solicitation Cover page
- Contractual Terms and Conditions Acknowledgement
- Pricing Form completed and signed
- I have reviewed the County Holiday List
- Affidavit for Work Authorization completed and Notarized  
(Additional required verification is included)
- Certificate of Insurance (COI)
- I have one original and two copies that are labeled accordingly
- I have included contact information
- Envelope is sealed and label attached
- W9 is completed and included in packet
- Wage order no. 31 read and understood

## **Background**

Franklin County is soliciting bids from qualified vendors to replace the existing roof at the Franklin County Sheriff's Office with a liquid roofing system. Roof is Approximately 45,000 sq ft. (Potential Contractors will be responsible for determining actual measurements of the roof)

### **SPECIFIC REQUIREMENTS/SCOPE OF WORK**

1. This Contractor shall arrange, schedule, and organize as it pertains to this scope of work.
2. All work the awarded Contractor preforms shall be performed according to NRCA (National Roofing Contractors Association) standards.
3. Construction work shall only be allowed during the following hours: 7AM 4PM (Monday through Friday) Any time outside these hours needs to be pre-approved by the Sheriff and/or a Sheriff appointed staff member to handle this project. A list of county holidays is attached. (See attached list)
4. Contractor to include cleanup of all rubbish and debris daily to an area designated by FCSO. Disposal of debris will be at the expense of the vendor. And all start-up, labor, tools, equipment, materials and supervision to complete the work. No debris will be burned on site.
5. The contractor will be responsible for providing safety cones and other such items deemed appropriate to reflect areas that are not to be used during the project.
6. Contractor to coordinate all work with the Sheriff's maintenance director at FCSO, Bill Barns.
7. Contractor to include cold and hot weather protection as required to maintain the project schedule.
8. It is the County expectation that the Contractor will hold appropriate licenses/certifications for trade.
9. Repairs will be required to be completed prior to the new roof installation. These repairs include but are not limited to: Patching of roof underlayment, making sure that water runs towards roof drains. Some vents on the existing older roof are abandoned and need to be removed and underlayment installed to prepare for new roof installation. FCSO will mark the specified vents on the roof that are deemed abandoned. Vents that require removal are painted red. Some old stacks are abandoned as well and need to be removed. FCSO has marked the specified old, abandoned stacks in red paint so the awarded vendor is aware of the correct ones to be removed. The awarded Contractor will be required to dispose of this material.

10. Contractor must provide an infrared scan of existing roof; it will be required to identify moisture issues that may be of concern. If moisture is found, the contractor must replace damaged areas with like material.
11. Contractor must remove all wrinkles in EPDM before applying coating material.
12. The contractor must remove existing skylight and replace it with new skylight.
13. Contractor to provide protection from weather throughout the entire duration of the project.
14. Contractor to protect all existing landscape, exterior, and equipment throughout the entire duration of the project.
15. Contractors always leave interior and exterior premises clean and free from debris and keep all entrances free of hazards.
16. Contractor to remove and replace existing counter flashing, and then the phrase added (bring scrim to bar, coat over termination bar with appropriate topcoat sealant)
17. Contractor to remove the existing walk-pads and save them. These will be given to Bill Barnes (Maintenance Director FCSO) and install new slip resistant walk paths in appropriate areas.
18. Contractor to remove existing roof exhaust fan vents (9) that are no longer in use and save them, these will be given to Bill Barnes (Maintenance Director FCSO).
19. Contractor to remove existing roof vent stacks (11) that are no longer in use.
20. Contractor must use a product with a minimum 20year warranty. This will include yearly inspections and maintenance visits. *CORE SAMPLING CAN BE DONE UNDER THE SUPERVISION AND GUIDANCE OF THE FCSO MAINT. DIRECTOR, BILL BARNES. SAMPLE AREAS MUST BE REPLACED AND PATCHED ACCORDING TO NRCA REGULATIONS WITH EQUAL TO OR BETTER THAN THE CURRENT MATERIAL, ON SAME DAY AS SAMPLES ARE TAKEN. TO SET UP A TIME PRIOR TO BID DUE DATE TO TAKE A SAMPLE CONTACT BILL BARNES @ [bbarnes@franklinmo.gov](mailto:bbarnes@franklinmo.gov) or 636-584-2560*
21. Contractor will provide a liquid applied roof system; power wash existing roof, install new liquid applied roofing with base coat, reinforcement material and top coat specs listed below:
  - Color: White
  - Waterproofing Thickness: 140mils +
  - Tensile Strength: 2800 psi
  - Tear Strength: 309 ibs
  - Solar Reflective Index: 109
  - Reflectivity: 84%
  - Puncture Resistance: 830 ft lbs
  - Seams: None



- Flash all walls, curbs, and other penetrations with liquid applied roofing
- Install slip metal counterflashing at RTU curbs

22. Contractor to provide a timeline from awarding of the bid to completion of the installation. County understands that the weather could affect this timeline.

***CONTRACTOR TO START PROJECT/WORK WITHIN 30 DAYS OF AWARD.***

23. Upon award the Contractor will be asked to provide a list of vehicles and service equipment in the Contractor's fleet to be used in this project, list to include make, model and year.

24. Upon award the Contractor will be asked to submit employees and subcontractors to a background check performed by FCSO.

25. All damage caused by the contractor to the facility and/or property will be at the Contractor's expense to repair and/or replace.

26. Pre-bid meeting, site visit to the location of the building is May 9, 2024 @ 9AM. Potential Vendors can meet at the FCSO main lobby, questions can be directed to [purchasing@franklinmo.gov](mailto:purchasing@franklinmo.gov) or 636-584-6273. This will be an opportunity to take measurements, ask questions, etc.

27. See Insurance requirements.

28. Prevailing Wage

- a.) Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract. (Section 290.250, RSMo.)
- b.) The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. (Section 290.250, RSMo).
- c.) The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.
- d.) The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section 292.675, RSMo).

29. Insurance Requirements:

- Worker’s Compensation: Equal to or more than limits of Worker’s Compensation Law’s in the State of Missouri.
- Liability Insurance: The contractor shall indemnify and save harmless the County from all suits or action of every name and description brought against the County for or on account of any personal injuries, including accidental or resulting death, or property damages, received or claimed to be received or sustained by any persons due to the construction of the work, or by, or in consequence or assigns in safeguarding it, or by, or on account of any act or omission of the Contractor, his employees, agents, or assigns.
- The Contractor shall carry adequate public liability and property damage insurance for the joint and several benefits of the contractor and the County with a company licensed to do business in the State of Missouri and satisfactory to the County and in the amount not less than those specified below. The amounts of coverage required are for public liability of the Contractor in protecting the County from damage or injury claims. The County shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the County Highway Administrator determines that unusual or special risks revealed by the work so required and in such amounts as the County Highway Administrator may determine to be adequate, and without hereby limits the liability of the Contractor in protecting the County from damage or claim. Franklin County shall be named as an additional insurer under General Liability.
- The coverage shall insure the County and its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.
- The cost of the insurance shall be included in the prices for the various items of work and no additional payment will be made, therefore.
- The minimum acceptable coverage in U.S. dollars is tabulated below:

Coverage Item	Public Liability	Property Damage
Each Person Each Occurrence	\$400,000	\$3,000,000
Each Accident Each Occurrence	\$3,000,000	\$3,000,000
Aggregate Each Occurrence	\$3,000,000	\$3,000,000

- Certificate of Insurance sent to the County as evidence of insurance shall contain the following statements: and in their absence, the Certificate will not be satisfactory to the County.
- a) The insurance evidenced by this certificate cancelled or altered thirty (30) days from date of receipt by the County will require written notice thereof.

b) The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury or destruction of wire, conduit pipes, mains, sewers or other similar property, or any apparatus in connection therewith below the surface of the ground, whether or not such injury is caused by and occurs during the use of mechanical equipment, for the purpose of grading of land, paving, backfilling, excavating or drilling, or to injury to destruction of property at any time resulting therefrom.

c) The insurance evidenced by this certificate expressly includes personal injury or death by injury to or destruction of any property arising out of blasting or explosion, or the collapse of a structural injury to any buildings or structures due to grading of land, excavation, burrowing filling, backfilling or tunneling.

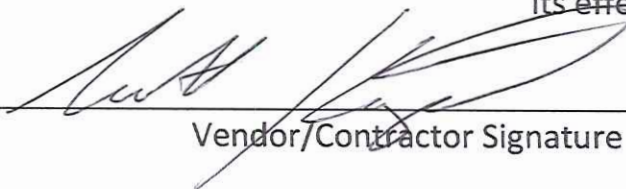
*The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.*

## CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published on the Franklin County Official Website located at:

<http://www.franklinmo.org>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.

  
Vendor/Contractor Signature

6-4-24  
Date

Scott Koziatek - President  
Vendor/Contractor Name and Title

**AFFIDAVIT OF WORK AUTHORIZATION**


The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Scott Koziatek (Name of Business Entity Authorized Representative)  
as President (Position/Title)

first being duly sworn on my oath, affirm Koziatek Contracting (Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to FCSO Roof (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Koziatek Contracting (Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to FCSO Roof (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

 _____ Authorized Representative's Signature	<u>Scott Koziatek</u> _____ Printed Name
<u>President</u> _____ Title	<u>6-4-2024</u> _____ Date

Subscribed and sworn to before me this 4<sup>th</sup> of June 2024. I am  
Day Month, Year

\_\_\_\_\_  
commissioned as a notary public within the County of St. Louis, State of  
MO and my commission expires on Date 7-20-25

*Nicole Landwehr*

Signature of Notary

6-4-24

Date



# AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

## CURRENT BUSINESS ENTITY STATUS

I certify that Koziatek Contracting (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Scott Koziatek  
Authorized Business Entity  
Representative's Name  
(Please Print)

[Signature]  
Authorized Business Entity  
Representative's Signature

Koziatek Contracting  
Business Entity Name

6-4-2024  
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- o Enroll and participate in the E-Verify Federal Work Authorization Program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218 Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- o Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

**PRICING FORM**  
**2024-23 Roof FCSO**

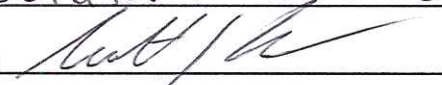
**REQUIRED PRICING**

The bidder shall complete the following pricing form and provide firm, fixed pricing necessary to meet the mandatory requirements of the solicitation.

Labor for removal	Price	\$ <u>          /          </u>
Labor for install	Price	\$ <u>165,700</u>
Cost of material	Price	\$ <u>436,152</u>
Misc. Services-Please list what these services include	Price	\$ <u>          /          </u>

\* P&P Bond not included in bid. Add an additional \$21,064 if required.

**Total Cost** \$ 601,852

Company Name Koziatek Contracting  
Authorized Signature   
Printed name and title Scott Koziatek - President

*Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.*



## VENDOR INFORMATION

Company Name Koziatek Contracting

Mailing Address 301 Lee Street  
Defiance MO 63341

Phone number 314-837-8262

Contact Name Stewart Kimball

Contact Name Title VP of Commercial

Email Address KoziatekRoof@gmail.com



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
**AFFIDAVIT**  
**COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, Scott Koziatek, upon being duly sworn upon my oath state that: (1) I am the  
 (Name)  
President of Koziatek Contracting; (2) all requirements of  
 (Title) (Name of Company)  
 §§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects  
 have been fully satisfied with regard to this company's work on FCSO Roof;  
 (Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. 31 Section 036 issued by the Missouri Division of Labor Standards and applicable to this project located in Franklin County, Missouri, and completed on the 8<sup>th</sup> day of March, 2024.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

[Signature]  
 Signature

Subscribed and sworn to me this 4<sup>th</sup> day of June, 2024.  
 My commission expires July 20<sup>th</sup>, 2025.

[Signature]  
 Notary Public

NICOLE MICHELLE LANDWEHR  
 Notary Public - Notary Seal  
 St Louis County - State of Missouri  
 Commission Number 17717564  
 My Commission Expires Jul 20, 2025

\_\_\_\_\_  
 Receipt by Authorized Public Representative

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 31

Section 036  
**FRANKLIN COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by \_\_\_\_\_

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
FRANKLIN County

Section 036

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$34.92
Boilermaker	\$28.85*
Bricklayer-Stone Mason	\$64.94
Carpenter	\$65.02
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$58.56
Plasterer	
Communication Technician	\$28.85*
Electrician (Inside Wireman)	\$76.33
Electrician Outside Lineman	\$28.85*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$28.85*
Glazier	\$28.85*
Ironworker	\$70.48
Laborer	\$51.36
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$51.15
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$69.79
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$54.27
Plumber	\$78.23
Pipe Fitter	
Roofer	\$57.10
Sheet Metal Worker	\$73.43
Sprinkler Fitter	\$68.05
Truck Driver	\$28.85*
Truck Control/Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for  
FRANKLIN County

Section 036

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$59.02
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$28.85*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.79
General Laborer	
Skilled Laborer	
Operating Engineer	\$70.61
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$43.43
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



KOZICON-02

AGION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Rob Gion, Jr. Charles L. Crane Agency Co. 400 Chesterfield Ctr, Ste 100 Chesterfield, MO 63017	<b>CONTACT NAME:</b> Rob Gion, Jr. <b>PHONE (A/C, No, Ext):</b> (636) 537-5070 <b>FAX (A/C, No):</b> (636) 537-5009 <b>E-MAIL ADDRESS:</b> rgion@craneagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : State Auto Mutual Insurance Company</td> <td>25135</td> </tr> <tr> <td>INSURER B : American Interstate Insurance Company</td> <td>31895</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Auto Mutual Insurance Company	25135	INSURER B : American Interstate Insurance Company	31895	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b>  Koziatek Contracting, Inc. 301 Lee Street Defiance, MO 63341														

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			10165008CP	2/22/2024	2/22/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							EMPLOYEE BENEFIT	\$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			10165011CA	2/22/2024	2/22/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			10165012CU	2/22/2024	2/22/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
							Aggregate	\$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCMO3123682022	9/10/2023	9/10/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

Franklin County, MO 400 East Locust Street Union, MO 63084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Koziatek Roofing LP</b>	
2 Business name/disregarded entity name, if different from above <b>DBA/ Koziatek Contracting</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>301 Lee Street</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Defiance, MO 63341</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
8	5	-	1	5	5	1	5	7	5

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶ *Ryan Koziatek*

Date ▶ 5/6/2024

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# Document A310<sup>TM</sup> - 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Koziatek Contracting, Inc.

301 Lee Street

Defiance, MO 63341

### OWNER:

(Name, legal status and address)

Franklin County

400 E. Locust St.

Union, MO 63084

**BOND AMOUNT:** Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

RFB No.: #2024-23 - Roof for FCSO, Union, MO

### SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

175 Berkeley Street

Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

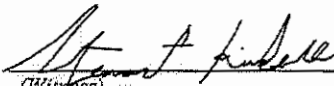
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

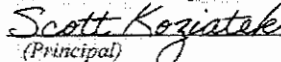
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of June, 2024

  
(Witness)

  
(Witness)

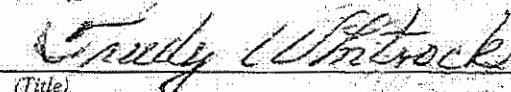
Koziatek Contracting, Inc.

  
(Principal) (Seal)

President

(Title)

The Ohio Casualty Insurance Company  
(Surety) (Seal)

  
(Title)

Trudy Whitrock, Attorney-in-Fact



Seal No. 8096



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204889-969033

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint: Brandi L. Bullock; Christine M. Wolfe; Christopher J. O'Hagan; Cindy Rohr; Don K. Ardolino; Gregory L. Stanley; Joel Karsten; Karen Speckhals; Kimberly A. Connell; Linda C. Morgan; Michael T. Reddy; Michelle Wilson; Theresa A. Hinziker; Trudy Whitrock

all of the city of Saint Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations; in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 112B044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of June, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.